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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
Roanoke Division

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ELMO AUGUSTUS REID,

Plaintiff,

vs.

Civil Action No.  
7:16-cv-00547

MARK AMONETTE, et al.,

Defendants.

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DEPOSITION OF STEPHEN M. HERRICK, PH.D.

April 12, 2018

2:00 p.m. - 4:09 p.m.

Richmond, Virginia

Job No. 36488

REPORTED BY: LORI A. BOEDING, CCR

1 discussions?

2 A At the time, neither Dr. Amonette nor  
3 Dr. Sterling thought that it was needed.

4 Q And have there been any subsequent  
5 discussions about increasing capacity of treatment?

6 A Dr. Amonette has told me that he was  
7 approached by Dr. Sterling; that they might be able to  
8 take more slots. That's all -- I know that's  
9 secondhand. I've never spoken with Dr. Sterling.  
10 I've never met him.

11 Q If Dr. Amonette were going to work out a  
12 plan with Dr. Sterling to increase capacity, would he  
13 have to -- would Dr. Amonette have to discuss that  
14 with you?

15 A No, not necessarily.

16 Q When would he have to discuss it with you?

17 MR. MCNELIS: Objection to the form of the  
18 question. You may answer it.

19 THE WITNESS: If it was going to change the  
20 contract arrangement or the memorandum of  
21 understanding. But we have tweaks to the system  
22 in multiple clinics, you know, different  
23 providers that are happening frequently.

24 BY MS. MROZ:

25 Q So if it was going to cost more money for

1 the Virginia Department of Corrections, is that maybe  
2 something, because it would substantively change the  
3 contract, that he would have to come to you about?

4 A We have -- honestly, we don't talk about  
5 the cost. We are given -- Because our director has  
6 been pretty clear that if it's clinically necessary,  
7 we will find the money for it.

8 Q Right. My question is, though -- okay. So  
9 the compensation under the contract here is \$13,416  
10 per month, and that's section VI at the bottom of the  
11 first page.

12 A Okay.

13 Q So if Dr. Sterling and Dr. Amonette were  
14 talking about a plan and Dr. Sterling said, yeah, I  
15 can do more, but it's going to cost -- you know, I've  
16 run the numbers, and it's going to cost the VDOC  
17 \$20,000 a month, does Dr. Amonette have the authority  
18 to say, okay, and sign?

19 A No, he would typically come to me. And  
20 this 13,000 was, I think, for a previous position, but  
21 I don't know the whole history. So, yes, then it  
22 would be Penny Trentham, which is the vice president  
23 of managed care at VCU, would typically be the one  
24 that she and I would talk about the conditions of the  
25 contract.

1 COMMONWEALTH OF VIRGINIA AT LARGE, to wit:

2 I, Lori A. Boeding, CCR, Notary Public in  
3 and for the Commonwealth of Virginia at Large, and  
4 whose commission expires August 31, 2020, do  
5 certify that the aforementioned appeared before me,  
6 was sworn by me, and was thereupon examined by  
7 counsel; and that the foregoing is a true, correct,  
8 and full transcript of the testimony adduced.

9 I further certify that I am neither related to  
10 nor associated with any counsel or party to this  
11 proceeding, nor otherwise interested in the event  
12 thereof.

13 Given under my hand and notarial seal at  
14 Richmond, Virginia, this 2nd day of May 2018.

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Lori A. Boeding, CCR

20 Notary Public Registration No. 239861

21 Commonwealth of Virginia at Large

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24 Job No. 36488

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